

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Council Members

FROM/PHONE: Frank Apicella/954-797-1063

SUBJECT: Resolution

AFFECTED DISTRICT: N/A

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE FLORIDA AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DIMENSION DATA FOR THE PURCHASE OF E-MAIL SERVER ARCHIVE AND BACKUP SOFTWARE.

REPORT IN BRIEF:

THIS SOFTWARE PRODUCT CONSERVES DISK SPACE ON OUR E-MAIL SERVERS AND WILL ALLOW USERS TO HAVE LARGER MAILBOX SIZES. THIS SOFTWARE WILL PROVIDE MAIL SERVER BACKUP TO COMPLY WITH STATE LAW RECORD RETENTION. THIS SOFTWARE WILL HELP SPEED UP AND REDUCE THE COST OF E-MAIL RECORD RETRIEVALS.

PREVIOUS ACTIONS:

CONCURRENCES: Contract reviewed by the Town attorney's office.

FISCAL IMPACT:

Has request been budgeted? yes

If yes, expected cost: \$24,927.60

Account name: Capital Outlay (052-0259-593-6400)

Additional Comments:

RECOMMENDATION(S): Motion to approve the resolution

Attachment(s): Contract Agreement

Quotes from Dimension Data, Modcomp Systems and Solutions, EMC Software Group.

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE FLORIDA AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DIMENSION DATA FOR THE PURCHASE OF E-MAIL SERVER ARCHIVE AND BACKUP SOFTWARE.

WHEREAS, the Town has approached the maximum capacity of allowable storage for e-mail messages; and

WHEREAS, the Town needs to expand e-mail storage services to Town employees; and

WHEREAS, the Town needs to comply with the State of Florida record retention laws; and

WHEREAS, the Town needs to speed up the time it takes to find and retrieve e-mail message; and

WHEREAS, the Town needs to reduce the cost of finding and retrieving e-mail messages; and

WHEREAS, the Technology and Information Management Systems Department has conducted a competitive pricing analysis among similar vendors; and

WHEREAS, after review of the bids received, the Town Council accepts the quote from Dimension Data as the lowest responsive and responsible bidder.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby accepts the proposal made by Data Dimension for the purchase of software to provide email server archive and

backup for e-mail storage and authorizes the Mayor to execute a contract which is attached hereto and identified as Attachment A.

SECTION 2. The Town Council hereby authorizes this expenditure from the appropriate departmental operating accounts.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2005

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2005

STANDARD TERMS AND CONDITIONS OF SALE

This Standard Terms and Conditions of Sale Agreement (the "Agreement") dated June, 2005 ("Effective Date") is entered into by and between **Dimension Data North America, Inc.** ("Dimension Data") with an office at 110 Parkway Drive South, Hauppauge, NY 11788 and the Customer identified in the signature section below.

THE TERMS AND CONDITIONS SET FORTH BELOW CONSTITUTE THE ENTIRE AGREEMENT BETWEEN DIMENSION DATA AND CUSTOMER, UNLESS OTHERWISE AGREED TO IN WRITING BY DIMENSION DATA. IN THE EVENT THAT CUSTOMER ISSUES ANY FORM OF ORDER TO DIMENSION DATA AUTHORIZING THE PURCHASE OF PRODUCT(S), IT IS AGREED THAT SUCH ORDER IS ISSUED EXCLUSIVELY FOR THE PURPOSE OF CONFIRMING CUSTOMER'S PURCHASE OF THE SPECIFIED ITEM(S) AND THE PRICE(S) THEREOF AND THAT NO OTHER TERMS AND CONDITIONS SPECIFIED OR PREPRINTED ON SUCH ORDER SHALL ADD TO OR MODIFY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND/OR ANY RELATED DOCUMENTATION PROVIDED WITH THE ITEMS PURCHASED, NOR SHALL SUCH ORDER TERMS AND CONDITIONS AFFECT EITHER PARTY'S RESPONSIBILITY TO THE OTHER PARTY AS DEFINED HEREIN. A CUSTOMER PURCHASE ORDER SHALL CONSTITUTE ACCEPTANCE OF DIMENSION DATA'S OFFER AS SPECIFIED IN A VALID QUOTE.

TERMINOLOGY

The term "Quote" means that document issued by Dimension Data to Customer for the sale of third party hardware and/or third party software and any associated installation, configuration or other services as described therein.

The term "Customer" as used herein means the purchaser of goods and/or services from Dimension Data identified in the Quote referencing this Standard Terms and Conditions of Sale document (the "Agreement").

The term "Dimension Data" as used herein means the specific Dimension Data business entity identified in the Quote referencing this Agreement.

The term "Product" as used herein means any hardware, software, installation or maintenance service purchased hereunder and delivered to the Customer by Dimension Data or a third party provider.

PRICES, DISCOUNTS AND QUOTATIONS

All prices are valid until the date specified in a Quote and are subject to receipt of Customer's purchase order (hereinafter referred to as "Customer's Order") and Dimension Data's acceptance of it. All invoice prices shall be those specified on a Quote that is valid on the date it is accepted by Customer, unless otherwise agreed to in writing by Customer and Dimension Data. All pricing information in published or printed material is current at the time of publication and is provided for general information and estimation purposes only. Published prices are neither quotations nor offers to sell. Prices do not include applicable federal, state or local taxes and, unless expressly identified and itemized, do not include freight, handling or insurance. All taxes applicable to Products ordered shall be paid by Customer, or in lieu thereof, Customer shall provide Dimension Data with a tax exemption certificate acceptable to the taxing authorities. In the event a quoted and/or ordered price includes a trade-in allowance based upon Customer's trade-in of goods, such trade-in goods must be received by the applicable manufacturer on or before the date specified in the Quote for such receipt. In the event Customer fails to return such trade-in goods by the sooner of the date specified or forty-five (45) days from delivery of the replacement goods, the trade-in allowance shall be forfeited and Dimension Data shall invoice Customer for the amount of the trade-in allowance.

PAYMENT TERMS

Subject to Customer maintaining a credit status acceptable to Dimension Data, payment is due on all invoices thirty (30) days from date of invoice. Dimension Data will notify Customer if alternate payment terms are required. Dimension Data has the right to charge a late payment charge on all account balances which remain unpaid and outstanding beyond the date payment is due. The late payment charge shall be 1.5% of the outstanding balance per month for each month, or partial month, such unpaid balance remains outstanding. Customer agrees to pay collection and legal fees to effect settlement. Items ordered, including but not limited to hardware, software and manufacturing service, sent to Dimension Data's integration lab for staging, warehousing and/or pre-configuration purposes will be invoiced to the Customer for said stated items on the date received at Dimension Data's lab, regardless of delays from the carrier, Customer and/or third party. In the event Customer secures a leasing arrangement direct with a product manufacturer or a third party leasing company ("Customer Lessor") subsequent to Dimension Data's receipt of Customer's Order, Dimension Data will, upon receipt by Dimension Data of evidence of such leasing arrangement as deemed sufficient by Dimension Data in its sole discretion, work with Customer and the Customer Lessor to facilitate payment from Customer Lessor. Customer shall remain primarily responsible for and liable for complete and timely payment of all invoices issued hereunder.

SHIPPING AND DELIVERY

Customer shall be responsible for all freight, handling and insurance charges. Unless given written instructions by Customer, Dimension Data shall select the carrier. In no event shall Dimension Data have any liability in connection with shipment, nor shall the carrier be considered an agent of Dimension Data. Dimension Data shall not be liable for damage or penalty for delay in delivery or for failure to give notice of any delay. Unless otherwise agreed in writing, all freight charges for drop shipments via surface or airfreight will be prepaid by the manufacturer or Dimension Data. Surface freight charges for such shipments shall be added to the charges listed on the invoice provided by Dimension Data to Customer, and Customer agrees to reimburse Dimension Data for such freight charges as they appear on the invoice. In addition, unless expressly specified otherwise in the applicable Quote, Customer shall accept and pay for partial shipments of goods. Title and risk of loss to hardware shall pass from Dimension Data to Customer upon delivery to the common carrier (F.O.B. origin). Dimension Data retains a purchase money security interest in all hardware and such security interest is released when payment in full for such hardware is received by Dimension Data.

EXPEDITED DELIVERY

Customer may request expedited delivery of Products. If Dimension Data can comply with such request added fees will apply. In such event Products ordered will be supplied however in some cases distributor part numbers may not match the manufacturer part numbers as quoted by Dimension Data. Products delivered will be at the standard operating system revision level as supplied by the distributor. Dimension Data is under no obligation to agree to expedited delivery.

CANCELLATION OF ORDERS

No Customer Order can be cancelled by Customer without the written consent of Dimension Data and such consent shall be provided at Dimension Data's sole discretion. Customer agrees to indemnify and hold harmless Dimension Data from any and all losses sustained by Dimension Data as a result of Customer's cancellation of or change in a Customer Order which has been accepted by Dimension Data. If Dimension Data withholds its consent to the cancellation of a Customer Order, Dimension Data will deliver the ordered items to Customer, and payment in full will be due from Customer for such items.

RETURN POLICY

Customer's right to return hardware and software is subject to the return policies and fees imposed by the applicable manufacturer. No credit for items delivered to Customer will be issued by Dimension Data without prior written approval from Dimension Data. Such approval, when provided, must be in the form of a written Return Material Authorization (RMA), which must accompany the returned items. An RMA must be requested by Customer from Dimension Data within twenty (20) days from the original ship date, unless a shorter period is required by the applicable manufacturer. Unless a higher fee is imposed by an applicable manufacturer, a minimum 25% restocking fee shall apply for all RMAs. Customer agrees to indemnify and hold harmless Dimension Data from any and all losses sustained by Dimension Data as a result of Customer's return of items delivered to Customer and Dimension Data pursuant to the terms herein. Items returned pursuant to the foregoing procedure may be subject to a restock fee which Customer shall pay to Dimension Data. Returned items must be in the original shipping cartons, undamaged, unused and unaltered. Equipment received without an RMA and or in a condition other than described entitles the Dimension Data the right to refuse return of the items or impose additional charges which Customer agrees to pay. Opened software is not returnable. All shipments of returned items must be shipped prepaid by Customer to Dimension Data's warehouse location specified in the RMA. Upon receipt of the returned items, Dimension Data will inspect such items for compliance with the foregoing conditions for proper return. A credit for properly returned items will be entered against the original invoice for the ordered items. All RMA's issued are valid for fifteen (15) days from the date the RMA is issued after which time the RMA will be cancelled. Returns received without proper authorization may be subject to additional fee(s) which Customer agrees to pay.

WARRANTY

All Product provided under these terms are subject to the warranties provided by the manufacturer as legally and contractually permissible for Dimension Data to pass onto, resell or assign to Customer. Dimension Data warrants that its services hereunder will be performed by qualified individuals in a professional and workmanlike manner conforming to generally accepted industry standards and practices, and in strict accordance with all applicable laws, regulations, codes and standards of government agencies or authorities having jurisdiction. Dimension Data services hereunder are supported against defects in workmanship for thirty (30) days after installation. DIMENSION DATA MAKES NO WARRANTY AS TO THE RESULTS OF ANY SERVICES PROVIDED AND EXCEPT AS SET FORTH IN THIS PARAGRAPH, DIMENSION DATA DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF DIMENSION DATA UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO MONEY PAID TO DIMENSION DATA UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY AND IN THE CASE OF DAMAGES RELATING TO ANY ALLEGEDLY DEFECTIVE OR INFRINGING PRODUCT, SHALL, UNDER ANY LEGAL OR EQUITABLE THEORY, BE FURTHER LIMITED TO THE PURCHASE PRICE PAID BY CUSTOMER FOR SUCH PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DAMAGES RESULTING FROM DIMENSION DATA'S NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL DIMENSION DATA BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, OR ANY OTHER INDIRECT DAMAGES EVEN IF DIMENSION DATA HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

SERVICE CONDITIONS

All service prices are based on work being performed during normal business hours (Monday through Friday) or as otherwise mutually agreed by Customer and Dimension Data in writing. Security arrangements and access for Dimension Data at the Customer's location will be the responsibility of the Customer. Customer will accompany any Dimension Data employee or agent while on-site at a Customer location. Any third party maintenance or support services provided under these terms (including Cisco SMARTNET) shall be subject to the applicable third party terms and conditions for such services, as identified by such third party. All prices are based on site implementation work being performed at Customer locations. Installation service prices are contingent on the assumption that Dimension Data will be provided with a complete list of the installation sites at least two (2) weeks prior to the commencement of the project and that Dimension Data will be allowed complete flexibility to build and control the schedule of site implementations. Cancellations of scheduled site visits by Customer will be provided to Dimension Data in writing no less than five (5) business days prior to such scheduled site visit. If the scope of work or the number of devices/office locations to be implemented changes at the Customer's request from that specified in the Dimension Data accepted Customer Order, then prior to accepting any such changes Dimension Data reserves the right to review and change those terms of any related accepted Customer Order, including, without limitation, pricing and any delivery requirements that are affected or impacted by such request.

SOFTWARE

Any software provided under these terms is subject to the license terms that are provided with it. All software license terms are established directly between the Customer and the owner or manufacture of the software. Unless Dimension Data is identified as the owner or licensor of the software, Dimension Data is not a party to any software license terms and Dimension Data makes no warranties or representations related to the ownership, use or operation of the software.

GOVERNING LAW AND JURISDICTION

Each sale and other transaction between Customer and Dimension Data made under this Agreement will be governed by the applicable Florida state laws in Broward County, excluding any conflict of laws rules that may apply in such state. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the applicable court in the aforementioned Dimension Data location and each party submits to the jurisdiction thereof. Customer waives any defense to the validity or enforceability of this Agreement arising from any electronic submission of it to Customer. Customer acknowledges and agrees that it has the ability to access each URL referenced in any Quote.

Agreed to and accepted by:

Dimension Data North America, Inc.

By: *[Signature]*

By: _____

Print Name: Miguel Ferra

Print Name: _____

Title: Regional Manager

Title: _____

END OF DOCUMENT



Dimension Data

Payment Terms: 30

Price Quotation - tow060205 legato v2 (town of davie)					
Company: Town of Davie 6591 Orange Drive Davie, FL 33314		Date: 6/3/2005			
Attention: Richard Boyhan		Quote Number: N/A			
Phone: 954-797-1008		Account Manager: Alan Giner alan.giner@us.didata.com (561) 498-7351			
Fax Number: 954-797-1049		Sales Support: Cindy Comitos cindy.comitos@us.didata.com 727.812.2052			
Email: dr.who@davie-fl.gov		FAX Purchase Order: 727.812.2050			
Quote Status: Saved		Shipped Date:		Quote Name: tow060205 legato v2 (town of davie)	
Ordering Country: United States		Delivery Country: United States		Install Country: United States	
Required Delivery Date:		Currency: US Dollar			
Qty	Description	Qty	List Price	Unit Price	Ext Price
LIC-M01427	Legato EmailXtender Tier 2 Qty 26- 5000 User Mailboxes	500	\$50.00	\$38.18	\$18,090.00
MNT-000001	Legato BASIC 24x7 First Year Maintenance - fee of 18% is discounted 100%; Year 2+ BASIC 24x7 maintenance fee is 18% of SW List Price.	1	\$4,500.00	\$0.00	\$0.00
CON-M00036	Legato Messaging U.S. Consultant	3	\$2,500.00	\$2,279.20	\$6,837.60

Products: **\$24,927.60**

Grand Total: **\$24,927.60**

Dimension Data North America d/b/a Dimension Data

Quote Terms:

1. Estimated Lead Times are approximate and do not reflect delays associated with order entry, order changes, finance issues or transit times. Please contact your sales representative at the time of your order for an updated estimate.

2. This order may be subject to sales tax, VAT, duty and freight charges even if not noted on this quote.

3. Dimension Data and Customer acknowledge and agree that this Quote and the delivery and receipt of the equipment and any associated services to be provided hereunder shall be governed by Dimension Data's Standard Terms and Conditions of Sale. Such Standard Terms and Conditions of Sale are hereby incorporated into this Quote in their entirety. These Terms and conditions can be reviewed at http://www.didata.com/na/terms_sale.asp

This Quote is valid for thirty (30) days from its date of issuance to Customer and "orders" or purchase orders received from Customer subsequent to such thirty (30) day period may be rejected by Dimension Data in its sole discretion.

Customer shall confirm its acceptance of this Quote, including the incorporated Standard Terms and Conditions of Sale, by issuance of a Customer purchase order referencing this Quote or listing the items quoted herein. Such purchase order should specify Customer's requested equipment delivery and service commencement date. Any such Customer requested equipment delivery and/or service commencement date shall be subject to confirmation by Dimension Data and availability of any ordered equipment. CUSTOMER AND DIMENSION DATA AGREE THAT SUCH PURCHASE ORDER IS ISSUED EXCLUSIVELY FOR THE PURPOSE OF CONFIRMING CUSTOMER'S PURCHASE OF THE SPECIFIED SERVICES/ITEMS AND THE PRICE THEREOF AND NONE OF ITS TERMS AND CONDITIONS SHALL ADD TO OR MODIFY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND/OR RELATED DOCUMENTATION, OR AFFECT EITHER PARTY'S RESPONSIBILITY TO THE OTHER PARTY AS DEFINED HEREIN.


By signing below you agree to Dimension Data's "Standard Terms & Conditions"
Please contact your account manager should you have any questions

Signature

Print Name

Title

This quote is Proprietary to Dimension Data and shall not be shared outside the party for which the quote was prepared without prior permission from Dimension Data

CONTACT NAME: Richard Boyhan COMPANY NAME: Town of Davie PHONE NUMBER: FAX NUMBER: EMAIL: rboyhan@townofdavie.fl.gov ADDRESS: 	 <p>EMC Software Group 2350 West El Camino Real Mountain View, CA 94040</p>	QUOTE NUMBER: Town of Davie 0602 SFLRV SUPPORT CONTRACT : EXPIRATION DATE: 7/2/2005 PURCHASE ORDER: COMMENTS: Terms - Net 30 FOB: Origin PO must have Bill to, Ship to and end user information. Consulting estimate is subject to change based on formal interview.
ACCOUNT MANAGER: Curt Simmons Rebecca Vasquez TERRITORY: Florida Florida PHONE NUMBER: 561-843-3760 650-210-7396 FAX NUMBER: 650-618-1984 EMAIL: simmons_curt@emc.com vasquez_rebecca@emc.com		

PART NUMBER	CONSULTING REQUIRED	AVAILABLE ON ECOMM	DESCRIPTION	QTY	PRODUCT LIST PRICE	EXTENDED UNIT PRICE	DISCOUNT	FINAL COST
Software Products								
BIC-MA1413	Required	YES	EmailXtender - Base	1	\$0.00	\$0.00		\$0.00
LIC-M01426	Required	YES	EmailXtender Tier 1 Qty 1 - 25 User Mailboxes	25	\$100.00	\$2,500.00		\$2,500.00
LIC-M01427	Required	YES	EmailXtender Tier 2 Qty 26- 5000 User Mailboxes	475	\$50.00	\$23,750.00		\$23,750.00
Maintenance & Support								
MNT-000001	Suggested	NO	BASIC 24x7 First Year Maintenance - fee of 18% is discounted 100%; Year 2-5 fee of 18% is discounted 100%; Year 6-10 fee of 18% is discounted 100%; Year 11-15 fee of 18% is discounted 100%; Year 16-20 fee of 18% is discounted 100%; Year 21-25 fee of 18% is discounted 100%; Year 26-30 fee of 18% is discounted 100%; Year 31-35 fee of 18% is discounted 100%; Year 36-40 fee of 18% is discounted 100%; Year 41-45 fee of 18% is discounted 100%; Year 46-50 fee of 18% is discounted 100%; Year 51-55 fee of 18% is discounted 100%; Year 56-60 fee of 18% is discounted 100%; Year 61-65 fee of 18% is discounted 100%; Year 66-70 fee of 18% is discounted 100%; Year 71-75 fee of 18% is discounted 100%; Year 76-80 fee of 18% is discounted 100%; Year 81-85 fee of 18% is discounted 100%; Year 86-90 fee of 18% is discounted 100%; Year 91-95 fee of 18% is discounted 100%; Year 96-100 fee of 18% is discounted 100%;	1	\$4,725.00	\$4,725.00	100%	\$0.00
Education and Implementation								
CON-M00036	Suggested	NO	Messaging U.S. Consultant	3	\$2,200.00	\$6,600.00		\$6,600.00
SUB-TOTAL:							\$37,575.00	
DISCOUNT:								
TOTAL:								

Note: All Fees and associated discounts are predicated upon signature and/or PO on or before the expiration date and upon all of the identified products and associated quantities in a single transaction.

Important Sales Tax Note: Since EMC sales quotes do not include sales tax, EMC will calculate and charge based on the tax rates applicable for your shipping address. If your purchases are tax exempt, please fax a valid resale/exemption/direct pay certificate immediately to (650) 210-7781, Attn: Tax Dept.. To be valid, the resale/exemption/direct pay certificate must be valid in the State where the EMC product will be shipped. Without this documentation, our billing system will charge tax, where applicable.

Modcomp Systems and Solutions

A Division of Modcomp, Inc.
1650 W. McNab Road, FL 33309
Fort Lauderdale, FL 33309
(800) 940-1111 ext. 1917

Quote
0321-00169

Date: 6/3/2005 10:37:29 AM

Customer

Name: Town of Davie
Rep: Christina Luis

Cust P.O.#: 0603 SFLRV
FOB:

Billing Address

Contact: Richard Boyhan
Address: 6591 Orange Drive
City: Davie **State:** FL **Zip:** 33314
Phone: (954) 797-1000 **County:** USA

Shipping Address

Contact: Richard Boyhan
Address: 6591 Orange Drive
City: Davie **State:** FL **Zip:** 33314
Phone: (954) 797-1000 **County:** USA

Quantity	Item Number	Description	Unit Price	Extended Price
500	0321LIC-M01427	EmailXtender Tier 2 Qty 26- 5000 user mailboxes	\$50.00	\$25,000.00
1	0321MKT-001400	EMC Messaging and DiskXtender 2000 Product Family	\$0.00	\$0.00
1	0321MNT-000001	Basic 24x7 1 Year Maint. fee is discounted 100%	\$0.00	\$0.00
3	0321CON-M00036	Messaging U.S. Consultant	\$2,500.00	\$7,500.00

Sub-Total \$32,500.00
Shipping TBD
Tax \$0.00
Total \$32,500.00

* All sales are subject to the terms and conditions which reside on our our web site.

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